fear that a stronger statute would never be adopted, or perhaps would be held unconstitutional.

Other sections of the statute provide useful reforms for dealing with persons who are acquitted because of insanity.[9]

RECENT CASES

ADMIRALTY — JURISDICTION OF COURT OF A NEUTRAL COUNTRY TO DECREE RESTITUTION OF PRIZE MADE IN BREACH OF THAT COUNTRY'S NEUTRALITY.

INTERNATIONAL LAW — RIGHT TO SEQUESTRATE PRIZES IN NEUTRAL PORTS — IMMUNITY OF SHIP FROM SUIT BECAUSE OF FOREIGN SOVEREIGN'S INTEREST. — The *Appam*, which had been lawfully taken as prize by a German man-of-war, was brought into Hampton Roads by a prize crew, who asked that the ship be interned until the end of the war, claiming a right of such internment under a treaty. While the Secretary of State was still considering the application for internment, the British owners filed libels in the United States District Court to recover possession of the ship and cargo. The court decreed the restitution. *The Appam*, 234 Fed. 389 (U. S. Dist. Ct., E. D., Va.).

For a discussion of this case, see NOTES, p. 161.

ADMIRALTY JURISDICTION — POWER OF A STATE COURT TO DECREE THE SALE OF A VESSEL. — Plaintiffs are the minority owners of a vessel and are dissatisfied with the employment thereof by the majority owners. An accounting, the appointment of a receiver, the sale of the vessel, and a division of the proceeds ratably amongst the part owners are sought by the plaintiffs in a State court. *Held*, that the U. S. district courts have exclusive jurisdiction to give the relief sought. *Fisher* v. *Carey*, 159 Pac. 577 (Cal.).

The Constitution provides that "The Judicial power [of the United States] shall extend . . . to all Cases of Admiralty and Maritime Jurisdiction." Art. III, § 2. The Judiciary Act gives to the district courts original jurisdiction in all civil admiralty cases, reserving to suitors in all cases the remedies of the common law where it is competent to afford relief. U. S. COMP. STAT. 1913, § 991 (3). Manifestly, this Act was not intended to, and no act of Congress can, detract from the jurisdiction left in the State courts by the Constitution. It is to the Constitution, therefore, that one must go to ascertain whether equitable relief, such as is desired in a suit for partition and sale, may be

[9] "Sec. 2. When in any indictment or information any act or omission is charged against any person as an offense, and it is given in evidence on the trial of such person for that offense that he was mentally diseased at the time when he did the act or made the omission charged, then if the jury before whom such person is tried concludes that he did the act or made the omission charged, but by reason of his mental disease was not responsible according to the preceding section, then the jury shall return a special verdict that the accused did the act or made the omission charged against him but was not at the time legally responsible, by reason of his mental disease.

Sec. 3. When such special verdict is found, the court shall remand the prisoner to the custody of [the proper officer] and shall immediately order an inquisition by [the proper persons] to determine whether the prisoner is at that time suffering from a mental disease so as to be a menace to the public safety. If the members of the inquisition find that such person is mentally diseased as aforesaid, then the judge shall order that such person be committed to the state hospital for the insane, to be confined there until he shall have so far recovered from such mental disease as to be no longer a menace to the public safety. If they find that the prisoner is not suffering from mental disease as aforesaid, then he shall be immediately discharged from custody." The two bills, and the report of the committee recommending them, may be found in 7 J. CRIMINAL LAW AND CRIMINOLOGY, 484.

given in the State courts. Inasmuch as the Constitution confines itself to an affirmative declaration of jurisdiction in the Federal courts over admiralty matters, it is obvious that it makes no distinction between legal and equitable remedies so far as the concurrent jurisdiction of the State courts is concerned. Hence the State courts are deemed competent to exercise their customary jurisdiction whether the relief sought is properly granted by a common law court or a court of chancery. *Knapp, Stout Co.* v. *McCaffrey*, 177 U. S. 638; *Swain* v. *Knapp*, 32 Minn. 429, 21 N. W. 414. It is true that the decree of a sale in co-tenancy is a right acquired comparatively recently by equity. 1 FREEMAN, CO-TENANCY AND PARTITION, § 537. But its jurisdiction over proceedings for partition in such cases has long been established. FREEMAN, *supra*, § 423. So it would seem as if the right of sale were simply a new incident to a general jurisdiction long held, and thus not in conflict with admiralty's jurisdiction. It is well settled, on the other hand, that the district courts have exclusive jurisdiction to entertain an action *in rem*. *Steamer Petrel* v. *Dumont*, 28 Ohio St. 602; BENEDICT, ADMIRALTY, § 313. In the principal case, however, it is not the action, but the enforcement which is *in rem*. Accordingly it is clear that the State court has jurisdiction to grant the relief sought; and so it has been decided in several well-considered cases. *Andrews* v. *Betts*, 8 Hun (N. Y.) 322; *Swain* v. *Knapp*, *supra*; *Reynolds* v. *Nielson*, 116 Wis. 483, 93 N. W. 455. See *Leon* v. *Galceron*, 11 Wall. (U. S.) 185, 191. This is all the more desirable since the Admiralty courts have steadfastly refused to decree a sale at the instance of a minority owner. *Tunno* v. *Betsina*, Fed. Cas. 14236; *Lewis* v. *Kinney*, Fed. Cas. 8325; *The Ocean Belle*, Fed. Cas. 10402. Indeed it has been urged that the Admiralty courts have no jurisdiction to decree a sale under these circumstances; but there seems no substantial ground for such a doctrine. See *Coyne* v. *Caples*, 8 Fed. 638, 639–40; HUGHES, ADMIRALTY, § 189. But see STORY, PARTNERSHIP, § 439.

ATTORNEY AND CLIENT — DISCHARGE WITHOUT CAUSE — ACTION ON CONTRACT FOR BREACH. — An attorney was employed to procure certain awards, his fee to be a percentage of the recovery. After having made material progress, he was discharged without cause. The client employed another attorney, who procured the awards. The original attorney now sues on the contract. *Held*, that he cannot recover on the contract. *Martin* v. *Camp*, 41 N. Y. L. J. 241 (Ct. of App.)

The measure of damages for a breach of such a contract was discussed in an earlier issue of the REVIEW, in dealing with the decision of the Appellate Division upon this case. See 28 HARV. L. REV. 101. The lower court had allowed the attorney to recover on the contract. The principal case reverses this decision and holds that the attorney may not recover on the contract, but is limited to a recovery upon a *quantum meruit*. An attorney is bound by the contract both as to his services and the compensation for them. *Houghton* v. *Clarke*, 80 Cal. 417, 22 Pac. 288. See *Tenney* v. *Berger*, 93 N. Y. 524, 529. It is a fundamental principle of contracts that both parties must be bound by the agreement. To this rule there is the notable exception of the voidable promise of an infant. *Holt* v. *Clarencieux*, 2 Strange 937. The principal case would make these contracts also voidable at the option of the client. It is doubtful whether policy demands the extension of such an anomaly. The attorney has no peculiar advantage in the formation of the agreement, for the client, unlike the infant, is presumably competent to contract; the fiduciary relation arises afterward. On the other hand, such a right would enable the client unjustifiably to deprive the attorney entirely of the benefits of the contract, though the services were substantially complete. A client may dissolve his relationship with the attorney at any time and without cause. *In re Dunn*, 205 N. Y. 398, 98 N. E. 944; *Lynch* v. *Lynch*, 99 Ill. App. 454; *Delaney* v. *Husband*, 64 N. J. L. 275,